

EXHIBIT “1”

GOLDSMITH & HULL, P.C. /Our File No. CDCS307
William I. Goldsmith, SBN (82183)
Eric Mintz, SBN (207384)
16933 Parthenia Street
Northridge, CA 91343
Tel.: (818) 990-6600
FAX: (818) 990-6140
govdept1@goldsmithcalaw.com

Attorneys for Plaintiff
United States of America

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

RICHARD J FRUGE AKA RICKY
FRUGE AKA J. RICHARD FRUGE

Defendant(s).

) Case No. CV10-04386 JAK (VBKx)

) STIPULATION FOR ENTRY OF
) JUDGMENT UPON DEFAULT

IT IS STIPULATED AND AGREED by and between Plaintiff, UNITED STATES
OF AMERICA, and Defendant(s) RICHARD J FRUGE AKA RICKY FRUGE AKA J.
RICHARD FRUGE as follows:

a. **Judgment** may be entered in the above-entitled cause in favor of
Plaintiff and against Defendant(s) in the principal sum of
..... **\$60,000.00**

b. **Interest**
Interest accrued thereon at 7.00% per annum accruing until entry of
judgment

c. **Attorneys' Fees of**
..... **\$0.00, and**

d. Costs of

\$00.00.

e. Less credits of

\$ 0.00

f. For a total amount of

\$60,000

2. Defendant(s)' obligation will be considered satisfied upon tender of timely payment by defendant(s) as follows: Defendant(s) will be obligated to pay Plaintiff the amount of \$38,000, which will include all accrued principal and interest, attorneys fees and costs. This principal sum will incur interest at the rate of seven percent per annum commencing January 1, 2012. Payments will be made in the sum of \$500 per month commencing January 2012. Time is of the essence. Notwithstanding the foregoing, in the event monthly payment as required is not timely received, Defendant(s) shall have ten (10) days to cure the full amount of the non-payment.

3. All payments due under this Stipulation are payable to the U.S. Department of Justice. All payments shall be sent to: U.S. Department of Justice, Nationwide Central Intake Facility, P.O. Box 790363, St. Louis, MO 63179-0363. The defendant's **CDCS number: 2010 A53308 and 2010A53313** shall be on the front of each check or money order. If necessary to confirm a payment, a copy of the payment shall be delivered by mail or by facsimile to plaintiff's lawyers, GOLDSMITH & HULL, A P.C. UNDER NO CIRCUMSTANCES WILL THE MONTHLY PAYMENTS BE LOWER THAN THE AMOUNTS STATED ABOVE.

4. Upon execution of this Stipulation for Entry of Judgment upon Default, the Parties shall execute a Stipulation for Dismissal without prejudice in favor of each Defendant to be filed with the Court. Defendants or defendants' counsel (if any) shall co-operate with Plaintiff's counsel in submitting a Motion to Set Aside Dismissal, if necessary. Each defendant agrees to allow a copy of this Stipulation to be attached as an Exhibit to any documentation required by the court to be filed in this action, pursuant to the payment plan as set forth herein.

5. Each defendant understands that plaintiff intends that this case will remain subject to a Motion to Set Aside Dismissal for Entry of Judgment, until all sums due are

1 fully paid. Should any defendant become delinquent in making any payment as provided
2 for above, plaintiff and/or its lawyers will cause this case to be restored to active status and
3 plaintiff will immediately request entry of Judgment for the full amount of the obligation
4 herein above stated less the total amount of all payments received on account by plaintiff
prior to such default.

5 6. Entry of Judgment shall be stayed pursuant to the above stipulations unless and
6 until any default shall occur, whereupon entry of judgment may be had as stated above
7 immediately issued. Upon default, defendant's pre-default payments shall be credited to
8 reduce the judgment to be entered pursuant to paragraphs 1 and 5, above.

9 7. Each defendant has been represented in this action by counsel freely chosen
10 or has had the opportunity to choose counsel to represent them. Each defendant
11 understands that by executing this Stipulation each is voluntarily, knowingly, and intelligently
12 giving up the right to a trial of plaintiff's claim(s) and the right to present any defense(s)
13 thereto. Each defendant hereby expressly waives rights to trial, notice and hearing, any
14 delay in the entry of judgment, notice of entry of judgment, appeal, and notice of appeal.
15 Defendants further waive any notice, an opportunity to be heard in the event of default, and
16 in particular any and all rights they may have in regard to such notice and opportunity to be
heard.

17 8. It is further stipulated that a facsimile or other copy, including photocopy, of
18 this stipulation, can be used for any purpose as if it were an original. This stipulation may
be signed in counterparts.

19 9. Each defendant acknowledges receipt of the Summons and Complaint filed in
20 this action.

21 10. Each person signing this document has the authority to do so.

22 11. Pending timely and complete payment in full of all sums as provided in this
23 Stipulation, in the event the Court should dismiss this action it shall nevertheless retain
24 jurisdiction to reopen the action and to enforce the terms of this Stipulation upon the filing
25 of an *ex parte* application by counsel for the plaintiff supported by the declaration of default
26 by such counsel.
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2 12. If the plaintiff's lawyers, defendant's lawyers, or any defendant(s), should
3 change their address and/or phone number at any time before all amounts due are paid in
4 full, within 7 days of each change, they shall give the other party notice, in writing, of their
5 new address and/or phone number.

6 DATED:

9/13/2011


Richard Fruge
Defendant

8
9 DATED:

9/17/11

GOLDSMITH & HULL, P.C.

10
11 By:


ERIC MINTZ
Attorneys for Plaintiff
UNITED STATES OF AMERICA

12
13
14 APPROVED AS TO FORM

15 DATED:

9/17/11

GOLDSMITH & HULL, P.C.

16
17 By:


ERIC MINTZ
Attorneys for Plaintiff
UNITED STATES OF AMERICA